

James A. Sellers, #184404
jameess@jlohman.com
The Law Offices of Jeffrey Lohman
4740 Green River Rd., Ste. 310
Corona, CA 92880
T: (657) 363-4699
Attorney for Plaintiff

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
EUGENE DIVISION

TAMARA HARRIS,
Plaintiff,

Case No.:

COMPLAINT AND JURY DEMAND

v.

CHASE BANK, N.A.,
Defendant

COMPLAINT

Plaintiff, TAMARA HARRIS (“Plaintiff”), by and through her undersigned counsel, hereby sues Defendant, CHASE BANK, N.A. (“Defendant”), alleging as follows:

I. INTRODUCTION

1. Plaintiff brings this action on behalf of herself individually seeking damages and any other available legal or equitable remedies resulting from the illegal actions of Defendant, in negligently, knowingly, and/or willfully contacting Plaintiff on Plaintiff’s cellular telephone in violation of the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227 *et seq.*

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2. The TCPA was legislated to prevent companies like CHASE BANK, N.A. from invading Americans' privacy by stopping abusive "robo-calls." The legislative history "described these calls as 'the scourge of modern civilization, they wake us up in the morning; they interrupt our dinner at night; they force the sick and elderly out of bed; they hound us until we want to rip the telephone out of the wall.' 137 Cong. Rec. 30, 821 (1991). Senator Hollings presumably intended to give telephone subscribers another option: telling the autodialers to simply stop calling." Osorio v. State Farm Bank, F.S.B., 746 F.3d 1242, 1255-56 (11th Cir. 2014).

II. JURISDICTION AND VENUE

3. Jurisdiction of this Court arises under 28 U.S.C. §1331 and 47 U.S.C. § 227(b)(3). See Mims v. Arrow Financial Services, LLC, 565 U.S. 368 (2012) holding that federal and state courts have concurrent jurisdiction over private suits arising under the TCPA.

4. Venue is proper in the United States District Court for the District of Oregon pursuant to 28 U.S.C § 1391(b)(2) because Plaintiff resides within this District and a substantial part of the events or omissions giving rise to the herein claims occurred within this District.

5. The violations described in this Complaint occurred in Oregon.

III. PARTIES

6. Plaintiff is a natural person residing in Lane County, in the city of Eugene, Oregon, and is otherwise *sui juris*.

7. Defendant is a nationally chartered bank doing business in the state of Oregon, with its principal place of business in Wilmington, Delaware. Defendant is a "person" as defined by 47 U.S.C. §153 (39).

8. At all times relevant to this Complaint, Defendant has acted through its agents, employees, officers, members, directors, heir, successors, assigns, principals, trustees, sureties, subrogees, representatives and insurers.

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IV. FACTUAL ALLEGATIONS

9. Defendant placed collection calls to Plaintiff seeking and attempting to collect on alleged debts incurred through purchases made on credit issued by Defendant.

10. Plaintiff is the “called party.” See Breslow v. Wells Fargo Bank, N.A., 755 F.3d 1265 (11th Cir. 2014).

11. Defendant placed collection calls to Plaintiff’s cellular telephone at phone number (541) XXX-7789.

12. Defendant placed collection calls to Plaintiff from various telephone numbers including, but not limited to, (847) 426-9203, (210) 520-0146, (407) 732-2416, (407) 732-2417, (210) 520-0146.

13. Upon information and belief, based on the number, frequency and timing of the calls, and on Defendant’s prior business practices, Defendant’s calls were placed with an automatic telephone dialing system.

14. Defendant used an “automatic telephone dialing system,” as defined by 47 U.S.C. § 227(a)(1), to place telephone calls to Plaintiff seeking to collect a consumer debt allegedly owed by Plaintiff.

15. Defendant’s calls were not for emergency purposes, which would be excepted by 47 U.S.C. § 227(b)(1)(A).

16. Defendant’s calls were placed to a telephone number assigned to a cellular telephone service for which Plaintiff incurs a charge for incoming calls pursuant to 47 U.S.C. § 227(b)(1).

17. Defendant never received Plaintiff’s “prior express consent” to receive calls using an automatic telephone dialing system or an artificial or prerecorded voice on her cellular telephone pursuant to 47 U.S.C. § 227(b)(1)(A).

1 18. On or about February 27, 2018, Plaintiff spoke with a representative of Defendant's
2 company at phone number (847) 426-9203, and told Defendant to stop calling her cellular
3 telephone.

4
5 19. During the February 27, 2018 conversation, Plaintiff gave Defendant her full social
6 security number and mother's maiden name, in order to assist Defendant in identifying her and
7 accessing her accounts before asking Defendant to stop calling her cellular telephone.

8 20. Plaintiff revoked any consent, explicit, implied, or otherwise, to call her cellular telephone
9 and/or to receive Defendant's calls using an automatic telephone dialing system in her
10 conversation with Defendant's representative on February 27, 2018.

11 21. Despite Plaintiff's request to cease, Defendant continued to place calls to Plaintiff's
12 cellular phone after February 27, 2018.

13 22. Despite Plaintiff's request that Defendant cease placing automated collection calls to
14 Plaintiff via the use of an automatic telephone dialing system, Defendant continued to place at
15 least two hundred and twenty-six (226) telephone calls via the use of an automatic telephone
16 dialing system to Plaintiff's cellular telephone.

17 23. Defendant placed the great number of telephone calls to Plaintiff with the sole intention
18 of harassing Plaintiff in such a manner so as to cause Plaintiff to pay the alleged debt claimed by
19 Defendant, even when Plaintiff admittedly had impaired ability to pay. This telephonic harassment
20 caused Plaintiff considerable anxiety and emotional distress.

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24 **FIRST CAUSE OF ACTION**
25 **NEGLIGENT VIOLATIONS OF THE TELEPHONE CONSUMER PROTECTION ACT**
26 **- 47 U.S.C. §227(b)(3)(B)**

27 24. Plaintiff repeats and incorporates by reference into this cause of action the allegations set
28 forth above at Paragraphs 1-23.

COMPLAINT AND JURY DEMAND

25. The foregoing acts and omissions of Defendant constitute numerous and multiple negligent violations of the TCPA, including but not limited to each and every one of the above cited provisions of 47 U.S.C. § 227 *et seq.*

26. As a result of Defendant's negligent violations of 47 U.S.C. §227 *et seq.*, Plaintiff is entitled to an award of \$500.00 in statutory damages, for each and every violation, pursuant to 47 U.S.C. § 227(b)(3)(B).

27. Plaintiff is also entitled to injunctive relief prohibiting such conduct in the future.

WHEREFORE, Plaintiff, TAMARA HARRIS, respectfully requests judgment be entered against Defendant, CHASE BANK, N.A., as follows:

a. Awarding Plaintiff statutory damages of five hundred dollars (\$500.00) multiplied by the number of negligent violations of the TCPA alleged herein, to wit: two hundred twenty-six (226) for a total of one hundred and thirteen thousand dollars (\$113,000.00);

b. Awarding Plaintiff actual damages and compensatory damages according to proof at time of trial;

c. Granting Plaintiff such other and further relief as may be just and proper.

SECOND CAUSE OF ACTION
KNOWING AND/OR WILLFUL VIOLATIONS OF THE TELEPHONE
CONSUMER PROTECTION ACT
47 U.S.C. § 227(b)(3)(C)

28. Plaintiff repeats and incorporates by reference into this cause of action the allegations set forth above at Paragraphs 1-23.

29. The above listed acts and omissions of Defendant constitute numerous and multiple knowing and/or willful violations of the TCPA, including but not limited to each and every one of the above cited provisions of 47 U.S.C. § 227 *et seq.*

1 30. As a result of Defendant's knowing and/or willful violations of 47 U.S.C. § 227 *et seq.*,
2 Plaintiff is entitled an award of one thousand five hundred dollars (\$1,500.00) in statutory
3 damages for each and every violation, pursuant to 47 U.S.C. § 227(b)(3)(B) and 47 U.S.C. §
4 227(b)(3)(C).
5

6 31. Plaintiff is also entitled to injunctive relief prohibiting such conduct in the future.

7 WHEREFORE, Plaintiff, TAMARA HARRIS, respectfully requests judgment be entered
8 against Defendant, CHASE BANK, N.A., as follows:

9 a. Awarding Plaintiff statutory damages statutory damages of one thousand five
10 hundred dollars (\$1,500.00) multiplied by the number of knowing and/or willful violations of
11 TCPA alleged herein, to wit: two hundred and twenty-six (226) for a total of three hundred and
12 thirty-nine thousand dollars (\$339,000.00);
13

14 b. Awarding Plaintiff actual damages and compensatory damages according to proof
15 at time of trial;

16 c. Granting Plaintiff such other and further relief as may be just and proper.
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18 **JURY TRIAL DEMAND**

19 Plaintiff demands a jury trial on all issues so triable.

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21 Dated: February 6, 2019

22 RESPECTFULLY SUBMITTED,

23 By: /s/ James Sellers
24 James A. Sellers II, #184404
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